

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No: _____

Division: _____

_____,
Petitioner,

And

_____,
Respondent.

RELOCATION/LONG-DISTANCE PARENTING PLAN

This parenting plan is: *{Choose only one}*

_____ A Parenting Plan submitted to the court with the agreement of the parties.

_____ A proposed Parenting Plan submitted by or on behalf of:
{Name of Parent or Other Person} _____.

_____ A Parenting Plan established by the court.

This parenting plan is: *{Choose only one}*

_____ A final Parenting Plan established by the court.

_____ A temporary Parenting Plan established by the court.

_____ A modification of a prior final Parenting Plan or prior final order.

I. PARTIES

Petitioner, hereinafter referred to as Parent

{name or designation} _____

Name: _____

Address: _____

Telephone Number: _____ E-Mail: _____

Respondent, hereinafter referred to as Parent

{name or designation} _____

Name: _____

Address: _____

Telephone Number: _____ E-Mail: _____

Other Person *{If Applicable}*, hereinafter referred to as

{name or designation} _____

Name: _____

Address: _____

Telephone Number _____ E-mail: _____

II. CHILDREN: This parenting plan is for the following child(ren):

{Add additional lines as needed}

Name(s)	Birth Date(s)
_____	_____
_____	_____
_____	_____
_____	_____

III. JURISDICTION

The United States is the country of habitual residence of the child(ren).

The State of Florida is the child(ren)'s home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

Other: _____.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

{Insert the name or designation of the appropriate parent or other person in the space provided}

1. Parental Responsibility {Choose only one}

a. _____ **Shared Parental Responsibility.**

It is in the best interests of the child(ren) that the parties confer and **jointly** make all major decisions affecting the welfare of the child(ren). Major decisions include, but are not limited to, decisions about the child(ren)'s education, healthcare, and other responsibilities unique to this family. Either parent may consent to mental health treatment for the child(ren).

OR

b. _____ **Shared Parental Responsibility with Decision Making Authority**

It is in the best interests of the child(ren) that the parties confer and attempt to agree on the major decisions involving the child(ren). If the parties are unable to agree, the authority for making major decisions regarding the child(ren) shall be as follows:

Education/ Academic decisions	Parent _____	Parent _____	Other Person _____
Non-emergency health care	Parent _____	Parent _____	Other Person _____
_____	Parent _____	Parent _____	Other Person _____
_____	Parent _____	Parent _____	Other Person _____
_____	Parent _____	Parent _____	Other Person _____

OR

c. _____ **Sole Parental Responsibility:**

It is in the best interests of the child(ren) that _____ Parent _____ or _____ Other person _____ shall have sole authority to make major decisions for the child(ren). It is detrimental to the child(ren) for the parties to share decision-making.

2. **Day-to-Day Decisions**

Unless otherwise specified in this plan, each party shall make decisions regarding day-to-day care and control of each child, including the performance of daily tasks, while the child is with that party. Regardless of the allocation of decision making in the Parenting Plan, any party may make emergency decisions affecting the health or safety of the child(ren) when the child is residing with that party. A party who makes an emergency decision shall share the decision with the other party as soon as reasonably possible.

3. **Extracurricular Activities** *(Indicate all that apply)*

{Insert the name or designation of parent or other person in the space provided.}

a. _____ Any party may register the child(ren) and allow them to participate in the activity of the child(ren)'s choice.

b. _____ The parties must mutually agree to all extracurricular activities.

c. ____ The party with the minor child(ren) shall transport the minor child(ren) to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the party's possession.

d. ____ The costs of the extracurricular activities shall be paid by:

Parent _____ %

Parent _____ %

Other Person _____ %

e. ____ The uniforms and equipment required for the extracurricular activities shall be paid by:

Parent _____ %

Parent _____ %

Other Person _____ %

f. ____ Other: _____ .

V. INFORMATION SHARING. Unless Otherwise Indicated or Ordered by the Court:

1. Unless otherwise prohibited by law, the parties shall have access to medical and school records, and information pertaining to the child(ren), and shall be permitted to independently consult with any and all professionals involved with the child(ren). The parties shall cooperate with each other in sharing information related to the health, education, and welfare of the child(ren) and they shall sign any necessary documentation ensuring that all parties have access to said records.
2. Each party shall be responsible for obtaining records and reports directly from the school and health care providers.
3. The parties have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren).
4. The parties shall have equal and independent authority to confer with the child(ren)'s school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.
5. The parties shall be listed as "emergency contacts" for the child(ren).
6. Each party has a continuing responsibility to provide a residential and mailing address, and contact telephone number (s) to the other parties. Each party shall notify the other parties in writing within 24 hours of any changes. Each party shall notify the court in writing within seven (7) days of any changes.

7. Other: _____

_____.

VI. SCHEDULING

1. School Calendar

a. _____ If necessary, on or before _____ of each year, the parties should obtain a copy of the school calendar for the next school year. The parties shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

b. _____ The parties shall follow the school calendar of: *{Indicate all that apply}*
_____ the oldest child
_____ the youngest child
_____ _____ County
_____ _____ School

2. Academic Break Definition

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes *{Indicate all that apply}*

- a. _____ A party making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than _____ before the change is to occur.
- b. _____ A party requesting a change of schedule shall be responsible for any additional child care, or transportation costs caused by the change.
- c. _____ Other _____.

VII. TIME-SHARING SCHEDULE

{Insert the name or designation of the appropriate parent in the space provided. A time-sharing schedule must be indicated for both parents, and/or the Other Person}

1. Weekday and Weekend Schedule

The following schedule shall apply beginning on _____ with Parent _____, or, _____ *{If Applicable}* Other Person _____ and continue as follows:

The child(ren) shall spend time with **Parent** _____ on the following dates and times:

WEEKENDS: _____ Every _____ Every Other _____ Other *{Specify}*: _____

From _____ to _____

WEEKDAYS: *{Specify days}* _____

From _____ to _____

OTHER: *{Specify}* _____

The child(ren) shall spend time with **Parent** _____ on the following dates and times:

WEEKENDS: _____ Every _____ Every Other _____ Other *{Specify}*:

From _____ to _____

WEEKDAYS: *{Specify days}* _____

From _____ to _____

OTHER: *{Specify}* _____

{If Applicable} The child(ren) shall spend time with the **Other Person** _____

on the following dates and times:

WEEKENDS: _____ Every _____ Every Other _____ Other *{Specify}* :

From _____ to _____

WEEKDAYS: *{Specify Days}* _____

From _____ to _____

OTHER: *{Specify}* _____

Please indicate if there is a different time sharing schedule for any child. Complete a separate Attachment for each child for whom there is a different time sharing schedule.

_____ There is a different time-sharing schedule for the following child(ren) in Attachment _____.

_____, and _____.

{Name of Child}

{Name of Child}

2. Holiday Schedule *{Choose only one}*

{Insert the name or designation of the appropriate parent or Other Person in the space provided.}

a. _____ No holiday time sharing shall apply. The regular time-sharing schedule set forth above shall apply.

b. _____ Holiday time-sharing shall be as the parties agree.

c. _____ Holiday time-sharing shall be in accordance with the following schedule. The Holiday schedule will take priority over the regular weekday, weekend, and summer schedules. Fill in the

blanks with the name of either the appropriate parent or *{If Applicable}* Other Person to indicate where the child(ren) will be for the holidays. Provide the beginning and ending times. If a holiday is not specified as even, odd, or every year with one party, then the child(ren) will remain with the other party in accordance with the regular schedule

<u>Holidays</u>	<u>Even Years</u> <i>{name}</i>	<u>Odd Years</u> <i>{name}</i>	<u>Every Year</u> <i>{name}</i>	<u>Begin/End</u> <u>Time</u>
New Year's Day	_____	_____	_____	_____
Martin Luther King Wknd	_____	_____	_____	_____
President's Day Wknd	_____	_____	_____	_____
Easter	_____	_____	_____	_____
Passover	_____	_____	_____	_____
Mother's Day	_____	_____	_____	_____
Memorial Day Wknd	_____	_____	_____	_____
Father's Day	_____	_____	_____	_____
4th of July	_____	_____	_____	_____
Labor Day Weekend	_____	_____	_____	_____
Rosh Hashanah	_____	_____	_____	_____
Yom Kippur	_____	_____	_____	_____
Columbus Day Wknd	_____	_____	_____	_____
Veteran's Day	_____	_____	_____	_____
Thanksgiving	_____	_____	_____	_____
Hanukkah	_____	_____	_____	_____
Christmas	_____	_____	_____	_____
Other _____	_____	_____	_____	_____
Children's Birthday's	_____	_____	_____	_____

This holiday schedule may affect the regular time-sharing schedule. Parties may wish to specify one or more of the following options:

d. ____ When the parties are using an alternating weekend plan and the holiday schedule would result in one party having the child(ren) for three weekends in a row, the parties will exchange the following weekend, so that each has two weekends in a row before the regular alternating weekend pattern resumes.

e. ____ If a party has the child(ren) on a weekend immediately before or after an unspecified holiday or non-school day, they shall have the child(ren) for the holiday or non-school day.

3. **Winter Break** {choose only one}

a. ____ Parent _____ or ____ {If Applicable} Other Person {name or designation} _____ shall have the child(ren) from the day and time school is dismissed until December ____ at ____ a.m./p. m in ____ odd-numbered years ____ even-numbered years ____ every year. The other party will have the child(ren) for the second portion of the Winter Break. The parties shall alternate the arrangement each year.

b. ____ Parent _____ or ____ {If Applicable} Other Person {name or designation} _____ shall have the child(ren) for the entire Winter Break during ____ odd-numbered years ____ even-numbered years ____ every year

c. ____ Other: _____

4. **Specific Winter Holidays**

If not addressed above, the specific Winter Holidays such as Christmas, New Year's Eve, Hanukkah, Kwanzaa, etc. shall be shared as follows: _____

_____.

5. **Spring Break** {Choose only one}

a. ____ The parties shall follow the regular schedule.

b. ____ The parties shall alternate the entire Spring Break with Parent _____, or ____ {If Applicable} Other Person {name or designation} _____ having the child(ren) during the ____ odd-numbered ____ even-numbered years

c. ____ Parent _____, or ____ {If Applicable} Other Person {name or designation} _____ shall have the child(ren) for the entire Spring Break every year.

d. ____ The Spring Break will be evenly divided. The first half of the Spring Break will go to the party whose regularly scheduled weekend falls on the first half and the second half going to the party whose weekend falls during the second half.

e. ____ Other: _____.

6. **Summer Break** {Choose only one}

a. ____ The parents shall follow the regular schedule through the summer.

b. _____ Parent _____, or _____ *{If Applicable}* Other Person *{name or designation}* _____ shall have the entire Summer Break from _____ after school is out until _____ before school starts.

c. _____ The parties shall equally divide the Summer Break as follows:

_____.

d. _____ Other: _____
_____.

7. Number of Overnights:

Based upon the time-sharing schedule, Parent *{name or designation}* _____ has a total of _____ overnights per year, _____ Parent *{name or designation}* _____ has a total of _____ overnights per year and _____ *{If Applicable}* the Other Person *{name or designation}* _____ has a total of _____ overnights per year.

Note: The total of these numbers must equal 365.

8. Attached Time-Sharing Schedule:

_____ **If not set forth above**, the parties shall have time-sharing in accordance with the schedule which is attached as Attachment _____ and incorporated herein.

VIII. TRANSPORTATION AND EXCHANGE OF CHILD(REN)

{Insert the name or designation of the appropriate parent or Other Person in the space provided.}

1. The parties shall have the child(ren) ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. All necessary information and medicines will accompany the child(ren).
2. The parties shall exchange travel information and finalize travel plans at least _____ days in advance of the date of travel. Except in cases of emergency, any party requesting a change of travel plans after the date of finalization shall be solely responsible for any additional costs.
3. **Automobile Transportation and Exchange** *{Choose only one}*
If a party is more than _____ minutes late without contacting the other party to make other arrangements, the party with the child(ren) may proceed with other plans and activities.

a. _____ Parent *{name or designation}* _____, or _____ *{If Applicable}* Other Person *{name or designation}* _____ shall provide all transportation.

- b. _____ Parent {name or designation} _____, or _____ {If Applicable} Other Person {name or designation} _____ shall pick up the child(ren) at the beginning of the visit and the other party shall pick up the child(ren) at the end of the visit. The exchange shall take place:
- _____ At the parties' homes unless otherwise agreed;
- _____ At the following location unless the parties agree in advance to a different location: {specify} _____;
- _____ At the following central location: {specify} _____;
- c. _____ Other: _____.

4. Airplane and Other Public Transportation and Exchange

Airline regulations govern the age at which a child may fly unescorted. An older child or children may fly under such regulations as each airline may establish.

- a. _____ Until a child reaches the age of _____, the parties agree that the child(ren) shall take a direct flight and/or fly accompanied by: _____.
- b. _____ Once a child reaches the age of _____, the child shall be permitted to fly accompanied by an airline employee.
- c. _____ Once a child reaches the age of _____, the child shall be permitted to fly unescorted.
- d. _____ Other: _____.

Airline reservations should be made well in advance and preferably, non-stop or direct.

All flight information shall be sent to the other party(ies) at least _____ days in advance of the flight by the party purchasing the tickets.

If the child(ren) are flying accompanied by a party, the party picking up the child(ren) shall exchange the child(ren) with the other party at _____ and the party returning the child(ren) shall exchange the children at _____.

If the exchange is to be made at the airport, the party flying in to pick up or drop off the child(ren) from/to the airport must notify the other party of any flight delays.

Unless otherwise agreed in advance, the party taking the child(ren) to the airport must call the other party(ies) immediately upon departure to notify the other party(ies) that the child(ren) is/are arriving, and the party who meets the child(ren) must immediately notify the other party(ies) upon the child(ren)'s arrival.

5. Costs of Airline and Other Public Transportation {Indicate all that apply}

{Insert the name or designation of the appropriate parent in the space provided.}

a. _____ Ticket Purchase *{If Applicable}*:

The parties shall work together to purchase the most convenient and least expensive tickets.

After consultation among the parties, it shall be the responsibility of _____ to purchase the tickets by *{date}* _____.

All parties entitled to access to, or time-sharing with the child(ren) shall be notified of the purchase by *{date}* _____.

Proof of the purchase and a copy of the itinerary (*choose only one*) _____ shall be provided to all parties by _____ *{date}* _____ shall not be provided.

Unless otherwise agreed or in the case of an unavoidable emergency, any costs incurred by a missed travel connection shall be the sole responsibility of the party who failed to timely deliver the child(ren) to the missed connection.

b. _____ Transportation costs are included in the Child Support Worksheets and/or the Order for Child Support and should not be included here.

c. _____ Parent _____ shall pay _____%
Parent _____ shall pay _____% of the transportation costs.

d. _____ Parent _____ shall pay _____%
Parent _____ shall pay _____% of the transportation costs for an adult to accompany the child(ren) during travel.

e. _____ If the parties are sharing travel costs, the non-purchasing party shall reimburse the other party within _____ days of receipt of documentation establishing the travel costs.

f. _____ Other: _____.

6. Foreign and Out-Of-State Travel *{Indicate all that apply}*

a. _____ The parties may travel within the United States with the child(ren) during his/her time-sharing. The party traveling with the child(ren) shall give the other party(ies) at least _____ days written notice before traveling out of state unless there is an emergency, and shall provide the other party(ies) with a detailed itinerary, including locations and telephone numbers where the child(ren) and party can be reached at least _____ days in advance of the date of travel.

b. _____ A party may travel out of the country with the child(ren) during his/her time-sharing. At least _____ days in advance of the date of travel, the party shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and party may be

reached during the trip. Each party agrees to provide whatever documentation is necessary for the other party(ies) to take the child(ren) out of the country.

- c. _____ If a party wishes to travel out of the country with the child(ren), he/she shall provide the following security for the return of the child _____
_____.
- d. _____ Other _____.

7. **Other Travel and Exchange Arrangements:** _____

_____.

IX. EDUCATION

1. **School designation.** For purposes of school boundary determination and registration, the address of Parent *{name or designation}* _____ or _____ *{If Applicable}* Other Person's *{name or designation}* _____ address shall be used .
2. *{If Applicable}* The following provisions are made regarding private or home schooling:

_____.
3. **Other.** _____

_____.

X. DESIGNATION FOR OTHER LEGAL PURPOSES

The child(ren) named in this Parenting Plan are scheduled to reside the majority of the time with the Parent *{name or designation}* _____ or _____ *{If Applicable}* Other Person *{name or designation}* _____. This majority designation is **SOLELY** for purposes of all other state and federal laws which require such a designation. **This designation does not affect the rights or responsibilities of any party under this Parenting Plan.**

XI. COMMUNICATION

1. **Between Parties**
All communications regarding the child(ren) shall be between the parties. The parties shall not use the child(ren) as messengers to convey information, ask questions, or set up schedule changes.

The parties shall communicate with each other by: *{Indicate **all** that apply}*
_____ in person

- by telephone
- by letter
- by e-mail
- Other: _____.

2. Between Parties and Child(ren)

The parties shall keep contact information current. Telephone or other electronic communication between the child(ren) and another party shall not be monitored by or interrupted by the other party. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

The child(ren) may have telephone e-mail other electronic communication in the form of _____ with the other party:

{Choose only one}

- Anytime
- Every day during the hours of _____ to _____
- On the following days _____ during the hours of _____ to _____
- Other: _____

3. Costs of Electronic Communication shall be addressed as follows:

XII. CHILD CARE *{Choose only one}*

1. Each party may select appropriate child care providers
2. All child care providers must be agreed upon by the parties.
3. Each party must offer the other party the opportunity to care for the child(ren) before using a child care provider for any period exceeding _____ hours.
4. Other _____.

XIII. CHANGES TO OR MODIFICATIONS OF THE PARENTING PLAN

Temporary changes may be made informally without a written document. When the parties do not agree, this Parenting Plan remains in effect until further order of the court.

Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

XIV. RELOCATION

Any relocation of the child(ren) is subject to and must be sought in compliance with Section 61.13001, Florida Statutes.

XV. DISPUTES OR CONFLICT RESOLUTION

The parties shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parties may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

XVI. OTHER PROVISIONS

SIGNATURES OF PARTIES

I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this plan and intend to be bound by it.

Dated: _____

Signature of Petitioner/ Parent _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or deputy clerk.]

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____

I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this plan and intend to be bound by it.

Dated: _____

Signature of Respondent/Parent _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or deputy clerk.]

_____ Personally known

_____ Produced identification

_____ Type of identification produced _____

I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this plan and intend to be bound by it.

Dated: _____

Signature of Other Person _____
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____
Designated E-mail Address(es): _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or deputy clerk.]

____ Personally known
____ Produced identification
____ Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW: [fill in all blanks] This form was prepared for the: *{choose only one}* _____ Petitioner _____ Respondent _____ Other Person.

This form was completed with the assistance of:
{name of individual} _____,
{name of business} _____,
{address} _____,
{city} _____, *{state}* _____, *{zip code}* _____, *{telephone number}* _____.